

Matthew P. Minser, Esq. (SBN 296344)
Tino X. Do, Esq. (SBN 221346)
SALTZMAN & JOHNSON LAW CORPORATION
1141 Harbor Bay Parkway, Suite 100
Alameda, California 94502
Telephone: (510) 906-4710
Email: mminser@sjlawcorp.com
Email: tdo@sjlawcorp.com
Attorneys for Plaintiffs, Boards of Trustees of The Sheet
Metal Workers Pension Trust Of Northern California, et al.

Dominic V. Signorotti, Esq. (SBN 267712)
Tanner Brink, Esq. (SBN 244791)
MCKENNA BRINK SIGNOROTTI
1350 Treat Blvd., Suite 105
Walnut Creek, CA 94597
Telephone: (925) 433-5448
Email: dominic@mckennabrink.com
Email: tanner@mckennabrink.com
Attorneys for Defendant Air Synergy, Inc.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

BOARDS OF TRUSTEES OF THE SHEET
METAL WORKERS PENSION TRUST OF
NORTHERN CALIFORNIA, et al.

Plaintiffs,

v.

HVAC SERVICE HEATING & AIR
CONDITIONING, INC., a dissolved California
corporation, et al.,

Defendants.

Case No. 4:20-cv-03395 KAW

**JOINT REQUEST TO DISMISS MATTER
CONDITIONALLY; [PROPOSED] ORDER
THEREON**

Plaintiffs Boards of Trustees of the Sheet Metal Workers Pension Trust of Northern California, et al. (collectively “Plaintiffs” or “Trust Funds”) and Defendants HVAC Service Heating & Air Conditioning, Inc. (“HVAC Service”) and Air Synergy, Inc. (“Air Synergy”) (collectively, “Defendants”), (collectively “Parties”) by and through their counsel of record, hereby represent that a confidential settlement of this matter has been executed by both Plaintiffs and Defendants. The confidential settlement requires Defendants to comply with specific provisions over time in order to effectuate the settlement. Defendants’ full compliance with these provisions must occur by December 1, 2025.

Therefore, the Parties respectfully request that the Court conditionally dismiss this matter, as to both HVAC Service and Air Synergy, pending Defendants' compliance with the settlement terms. The Parties further request that the Court retain jurisdiction of this matter. Defendant HVAC Service consents to magistrate judge jurisdiction as the settlement is binding on HVAC Service.

In the event that Defendants do not meet the conditions of the confidential settlement agreement, then Plaintiffs' Counsel may file a declaration under penalty of perjury on or before December 1, 2025, requesting that the dismissal of this matter not be effectuated by the Court and requesting that the matter be reinstated as a result of Defendants' failure to satisfy their obligations under the Settlement Agreement.

In the event that Plaintiffs do not file said declaration by December 1, 2025, the Parties request that this Conditional Dismissal be converted to a Dismissal with Prejudice on or after December 1, 2025.

Respectfully submitted,

Dated: June 24, 2021

**SALTZMAN & JOHNSON
LAW CORPORATION**

By: /S/
Tino X. Do, Esq.
Attorneys for Plaintiffs.

Dated: June 24, 2021

MCKENNA BRINK SIGNOROTTI

By: /S/
Tanner Brink, Esq.
Attorneys for Defendant Air Synergy

1 **IT IS SO ORDERED.**

2 In accordance with the settlement and request of the Parties, and good cause appearing therefore,
3 IT IS HEREBY ORDERED that this matter is dismissed conditionally. The Court shall retain
4 jurisdiction over this matter until a final dismissal is entered.

5 In the event that Defendants default in performance of their settlement with Plaintiffs, Plaintiffs'
6 Counsel may file a declaration under penalty of perjury by December 1, 2025, requesting that the
7 dismissal of this matter may not be effectuated by the Court and requesting that this matter be reinstated
8 as result of Defendants' failure to satisfy their obligations under the confidential settlement agreement.
9 If Plaintiffs do not file said declaration by December 1, 2025, this Conditional Dismissal shall convert to
10 a Dismissal with Prejudice of this matter effective December 1, 2025.

11 Dated: 2021

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UNITED STATES MAGISTRATE JUDGE
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